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COLOUR



COPY

LEASE is made the thirty first day of December

One thousand nine hundred and forty six

BETWEEN THE HONOURABLE PHAEDRIG LUCIUS AMBROSE O'BRIEN care of Lloyds Bank Limited Cox's and Kings Branch 6 Pall Mall in the County of London (hereinafter called "Major O'Brien") of the first part THE RIGHT HONOURABLE SIR ALAN FREDERICK LASCELLES of Buckingham Palace London S.W.1., K.C.V.O., M.C., ALEXANDER GUY HEMSLEY of Stoptide Rock near Wadebridge in the County of Cornwall Esquire and HENRY SAMUEL LOEBL of 148 Leadenhall Street in the City of London Stockbroker (hereinafter called "the Trustees") of the second part and THE RIGHT HONOURABLE DONOUGH EDWARD FOSTER BARON INCHIKUIN of Dromoland Castle Newmarket-on-Fergus County Clare Eire (hereinafter called "the Lessee" which expression where the context admits shall include the person for the time being entitled to the Settled Estates hereinafter mentioned or his assigns) of the third part

WHEREAS Major O'Brien is the estate owner in respect of the fee simple of the lands coloured green on the plan annexed hereto and is also entitled under the Conveyance particulars whereof are contained in the First Part of the Schedule hereto as successor in title of the Vendors in the said Conveyance named to the benefit of the exception and reservation contained in Part 1 of the First Schedule to the said Conveyance a copy of which exception and reservation is contained in the Second Part of the Schedule hereto

AND WHEREAS by a principal vesting deed (hereinafter referred to as "the Principal Deed") dated the First day of November One thousand nine hundred and forty one and made between George Reginald Stansfeld The Lessee and Ronald Arthur Charteris Foster of the one part and the Lessee of the other part The Moor Park Estate in the Counties of Salop and Hereford was vested in the Lessee upon the trusts of a Settlement dated the Twelfth day of December One thousand nine hundred and twenty one and made between the Lessee (then The Honourable Donough Edward Foster O'Brien) of the first part The Honourable Anne Molyneux Thesiger of the second part Major O'Brien Marmaduke Capper Matthews Alan Frederick Lascelles and Alexander Guy Hemsley of the third part and by a Supplemental Deed dated the Eighth day of March One thousand nine hundred and forty five made between the Lessee and The Right Honourable Anne Molyneux Baroness Inchiquin of the first part Marmaduke Capper Matthews the said Sir Alan Frederick Lascelles Alexander Guy Hemsley and Henry Samuel Loebel of the second part and Major O'Brien of the third part the Trustees and the said Marmaduke Capper Matthews were stated to be the trustees of the Settlement for the purposes of the Settled Land Act 1925



AND WHEREAS the said Marmaduke Capper Matthews died on the Twentieth day of January One thousand nine hundred and forty five before he could execute the lastly recited deed

AND WHEREAS Major O'Brien has agreed to grant to the Lessee such Lease as is hereinafter contained

N O W THIS DEED WITNESSETH as follows :-

1. IN consideration of the rents and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed Major O'Brien hereby demises unto the Lessee FULL POWER AND AUTHORITY to and for the Lessee to take and use all the water coming to the water trough marked "G" shown upon the said plan annexed hereto upon the Plot Numbered 43a on the said plan from the Reservoir marked "R" upon the Plot numbered 277 on the said plan for supplying water to the said Moor Park Estate in as full and ample a manner as heretofore

AND ALSO the free and uninterrupted flow and passage at all times of water from the said Reservoir through the weir pipes and tanks now used for conveying the same along the line shown by red colour on the said plan and any weir pipes and tanks which may from time to time be substituted for the same and also liberty from time to time with workmen and others to enter upon the said lands coloured green and edged pink on the said plan for the purposes of inspecting renewing repairing and cleaning the said reservoir weir pipes and tanks giving to Major O'Brien his successors in title and his and their tenants reasonable notice previous to such entry and doing thereby no unnecessary damage to the surface of the said lands or the timber trees underwood or crops thereon and making full compensation for all damage done or occasioned to the surface of such lands or the timber trees underwood or crops thereon by the exercise of such liberties as aforesaid EXCEPT AND RESERVING to Major O'Brien and his successors in title owners or occupiers for the time being of the said land coloured green on the said plan their respective lessees tenants and servants a supply of water from the said Reservoir through the said weir pipes and tanks or some of them to the lands and buildings known as Hope Cottage and Batchcott Common Farm respectively shown on the said plan and to the two cottages marked "Cottages" on Plot Numbered 20 on the said plan and to premises known as "Woodcroft" on Plot Numbered 46 and two cottages on the Plots Numbered 17 and 47 on the said plan and to any building or buildings which may hereafter be erected by Major O'Brien or his successor in title upon the land adjoining or next to the said premises known as "Woodcroft" aforesaid and also EXCEPT AND RESERVING to the owners or occupiers for the





time being of the land coloured Purple on the said Plan their respective Lessees Tenants and servants a like supply of water from the said Reservoir through the said weir pipes and tanks or some of them to the lands and buildings known as Hanway Lodge and Hanway Cottage respectively shown on the said Plan TO HOLD the powers authorities liberties and premises hereby demised except and reserving as aforesaid for the term of Ninety years from the First day of January. One thousand nine hundred and forty-  
Seven unto the Lessee upon and subject to the trusts hereinafter referred to YIELDING AND PAYING therefor yearly during the term hereby granted to Major O'Brien the yearly rent of One Pound such rent to be paid without any deduction except for Landlords property tax on the First day of January in each year

2. THE Lessee hereby covenants with Major O'Brien (hereinafter referred to as "the Lessor") in manner following that is to say :-  
(1) That the Lessee will during the term hereby granted pay the said yearly rent hereinbefore reserved and made payable at the times and in manner at and in which the same are hereinbefore reserved and made payable without any deduction (except as aforesaid)

(2) And also will from time to time and at all times during the said term pay and discharge all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) which are now or may at any time hereafter be assessed charged or imposed upon or payable in respect of the water supply obtained by the Lessee hereunder or the rent hereby reserved or made payable or in respect of any main pipe or work maintained erected or made under or by virtue of these presents or the owners or occupiers in respect thereof the landlords property tax only excepted

(3) And will at all times during the said term keep in good and proper repair order and condition all the reservoirs weirs mains pipes tanks and other works and conveniences now used or at any time made or erected for or in connection with the supply of water hereby demised

(4) And further that the Lessee in the exercise of the powers aforesaid will do as little damage as may be to the said lands coloured green and edged pink on the said plan or the timber or other trees underwood crops or vegetation thereon and will make and give to the tenants or owner as the case may be of the said lands full compensation for any loss damage or inconvenience which they respectively shall or may incur or sustain by reason of any works or operations of the Lessee under the powers aforesaid such compensation in case the parties do not agree to be settled by arbitration pursuant to the







Arbitration Acts 1889 to 1934 or any statutory modification or re-enactment thereof for the time being in force which shall be deemed to apply in the same manner as if the same had been herein incorporated with the necessary modifications (if any)

(5) And also that the Lessee after making any excavation or executing any of the works hereinbefore authorised will at his own expense as soon as conveniently may be restore the surface of the ground to the same state as it was in before such excavation or other works were made or executed so far as such surface shall not be required for the purposes aforesaid

3. PROVIDED ALWAYS and it is hereby agreed that if the said rent hereby reserved or made payable or any part thereof shall at any time be in arrear or unpaid for three calendar months after the same shall be payable whether the same shall have been legally or formally demanded or not or if the Lessee shall make default in observing or performing any of the covenants provisions or conditions herein contained and on his part to be observed and performed then and in any such case it shall be lawful for the Lessor although he may not have taken advantage of some previous default of a like nature by any instrument under his hand and seal duly notified to the Lessee to, determine the several liberties licenses powers and premises hereinbefore granted to the Lessee and thereupon this present lease or grant and the liberties licenses powers and premises hereinbefore granted and every clause and thing herein contained shall absolutely cease determine and become void but without prejudice to any right of action or remedy which shall have accrued to the Lessor in respect of any breach of any of the covenants or provisions herein contained

4. THE Lessor hereby covenants with the Lessee that the Lessee paying and rendering the rent hereby reserved and made payable and observing and performing all the covenants stipulations and conditions herein contained and on his part to be observed and performed shall quietly hold and enjoy the liberties licenses and premises hereby granted for and during the term hereby granted without any interruption from or by the Lessor or any person rightfully claiming under or in trust for him

5. IT is hereby declared that the Lessee shall hold the premises upon and subject to the same trusts and provisions as are declared by the Principal Deed by reference as aforesaid with respect to the property therein comprised

6. THE Trustees are the trustees of the settlement for all the purposes of the Settled Land Act 1925

7. THE power of appointing a new trustee or new trustees of the Settlement is vested in the Lessee and The Right Honourable Anne Molynaux Thesiger

SIGNED SEAL  
named The Rt  
Frederick La



Baroness Inchiquin during their joint lives

8. MAJOR O'Brien hereby acknowledges the right of the Lessee to production of a duplicate of the Conveyance mentioned in the Schedule hereto and to delivery of copies thereof and hereby undertakes with the Lessee for the safe custody thereof

IN WITNES whereof the parties hereto have hereunto set their hands and seals the day and year first above written

THE SCHEDULE above referred to

#### PART 1

Conveyance on Sale of the land coloured pink on the Plan annexed hereto with other lands dated the Twenty ninth day of July One thousand nine hundred and forty four and made between George Reginald Stansfeld The Right Honourable Donough Edward Foster Baron Inchiquin and Ronald Arthur Charteris Foster ("Mortgagees") (1) The Honourable Fionn Myles Maryons O'Brien and Marmaduke Capper Matthews ("Vendors") (2) and T. H. Williams (Bewdley) Limited ("Purchasers") (3)

#### PART 2

EXCEPTING AND RESERVING to the Vendors and their successors in title and their tenants and servants and the owner or owners for the time being of the adjoining lands of the Vendors and also to the respective owner or owners for the time being of (1) Hanway Cottage and (11) Hanway Lodge (both shown on Plan Number 2 annexed hereto) and (111) of the neighbouring Moor Park Settled Estate the existing water supply from a point approximately marked W on the Plan Number 1 annexed hereto and also the right to maintain the Weir and Reservoir in connection with the said Water Supply and the existing pipe line leading therefrom in the lands hereby conveyed the position of which is near to the County boundary between the points marked C to D on the said plan Together with the right of access thereto whenever necessary for all purposes of inspecting renewing repairing and cleansing the same any damage caused thereby to the surface of the said land to be made good by the person or persons making such inspection or doing such repairs or other work and the Purchaser and the persons claiming through him shall not at any time hereafter do anything to or tending to materially lessen or interfere with the supply of water to the Vendors and their successors in title and others as aforesaid

SIGNED SEALED AND DELIVERED by the above-  
named The Right Honourable Sir Alan  
Frederick Lascelles in the presence of:--)

Cicely Hindland - Spinster  
79 Cloddine Road. W. 11

Alan F. Lascelles



SIGNED SEALED AND DELIVERED by the above-)  
named Alexander Guy Hemmley in the )  
presence of :- )

Daniel B. Hemmley

Black & Mann, Money Lenders, Hemmley,  
Leicester,  
32, St. James Place, London, E.C. 1.



W. Hemmley

SIGNED SEALED AND DELIVERED by the above-)  
named Henry Samuel Loebel in the presence )  
of :- )

Eileen R. R. R.

31 West-helm, London, N.W. 11.  
Spurrier.

Henry S. R. R.

SIGNED SEALED AND DELIVERED by the above-)  
named The Right Honourable Donough Edward )  
Foster Baron Inchiquin in the presence of )

John R. R. R.

32, Queen Victoria St., E.C. 4,  
Clerk to G. F. Hudson Matthews & Co

John R. R. R.



31<sup>st</sup> December

Others

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THE RIGHT HONOURABLE DONOUGH  
E. F. BARON INCHICUIN

Counterspart

LETSE

— J O —

Water Supply for Moor  
Park Settled Estate

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